

DADELAND WALK  
RULES and REGULATIONS  
HANDBOOK

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**Dadeland Walk Association, Inc.**  
**Rules and Regulations**  
**Adopted on December 10, 2025**

**PREAMBLE**

These Rules and Regulations (“rules”) have been adopted by the Board of Directors (“Board”) of Dadeland Walk Association, inc. (“Association”) pursuant to the authority granted in the Declaration of Restrictions and Protective Covenants for Dadeland Walk, the Association's Bylaws, and applicable Florida Statutes, as amended from time to time. The purpose of these Rules is to promote the safety, welfare, and general harmony of the community by clarifying the responsibilities of owners, residents, guests, and any contractors, vendors, or service providers engaged to perform work within the community. These Rules are enforceable by the Association and can be amended from time to time under the procedure outlined herein.

In the event of any conflict between these Rules and Regulations and the Declaration of Restrictions and Protective Covenants for Dadeland Walk, Articles of Incorporation, or Bylaws, and any subsequently recorded amendments thereto (collectively, the “governing documents”), the provisions of those governing documents shall control. Nothing herein shall be construed to expand or diminish the rights of Lot Owners or the obligations of the Association beyond those permitted by applicable law.

For the purposes of these Rules and Regulations, references to the “Association” refer to the Board of Directors or its authorized agents acting on behalf of the Association.

**SECTION 1 - RULES AND REGULATIONS**

**1.1 Adopting, Modifying, or Repealing Association Rules**

To maintain consistency with the Association's governing documents and Florida law, the Board of Directors has the authority to amend rules and regulations when necessary. This section outlines the procedures for proposing, reviewing, approving, and recording changes to ensure transparency, due process, and legal compliance under Florida Statute § 720.306 and the Association's governing documents.

**1.2 Authority and Limitations on Rule Changes**

These rules and regulations may be amended, modified, or repealed by a majority vote of the Board of Directors at a duly noticed Board meeting, provided such changes do not alter or contradict any provision of the Association's Declaration of Restrictions and Protective Covenants for Dadeland Walk, Articles of Incorporation, Bylaws, or any subsequently recorded amendments thereto. Any rule derived from or restating those governing documents may only be modified through the formal amendment procedures applicable to those documents.

**1.3 Advance Notice of Rule Change**

A minimum of fourteen (14) days' advance written notice of any proposed rule change must be provided to all owners, including a copy of the proposed change.

## **1.4 Meeting Minutes**

The Board approved rules changes must be documented in the meeting minutes. Recording with the County is not required.

## **SECTION 2 – ENFORCEMENT OF RULES**

### **2.1 Applicability and Scope**

All residents, their tenants, guests, and any vendors or contractors acting on their behalf are required to comply with these rules and regulations, as well as all applicable provisions of the Association's governing documents. Failure to comply may result in enforcement action by the Association, including, but not limited to, written warnings, fines, suspension of use rights, or legal action, under Florida statute § 720.305 and the Association's Declaration, Bylaws, and Articles of Incorporation, as amended from time to time.

### **2.2 Violation Notices**

A written violation notice can be issued to the owner or responsible party, detailing the rule infraction and the steps required to correct it.

### **2.3 Fines**

Monetary fines can be levied under Chapter 720, Florida Statutes, and the governing documents for violations that remain uncorrected or are repeated.

### **2.4 Suspension of Common Area Use Rights**

Access to Association amenities, such as the gym, pool, clubhouse, or other common areas, may be suspended for continued or serious rule violations.

### **2.5 Legal Action**

In certain cases, the Association may seek legal relief through arbitration or court proceedings to enforce compliance or recover costs.

### **2.6 Lot Owner Responsibility**

Owners are fully responsible for ensuring that their household members, tenants, guests, vendors and contractors comply with all applicable rules.

## **SECTION 3 – SURVEILLANCE CAMERAS, SIGNAGE**

### **3.1 Association Security Cameras**

The Association may install and maintain video surveillance cameras in common areas, including the community's entrance and exit gates, gym, pool area, pavilion, management office, mail stations, parking areas, and vehicle access points. Security cameras are intended for purposes of safety, security, and enforcement of the Association's rules and governing documents.

### **3.2 Audio Recording**

Audio recording is prohibited in accordance with Florida Statute §934.03. All Association-installed cameras must be configured to record video only. Audio recording is strictly prohibited.

### **3.3 Tampering Prohibited**

No resident, guest, vendor, or contractor may tamper with, obstruct, or alter the positioning of any Association-installed camera or surveillance sign. Tampering is a violation subject to enforcement action.

## **SECTION 4 - COMMON AREA MAINTENANCE and REPAIRS**

### **4.1 Reporting Common Area Maintenance Issues**

Residents should promptly report any maintenance concerns or safety hazards in the common areas to Association management.

### **4.2 Tampering with Association Systems**

Tampering with, altering, or obstructing any Association-maintained systems (e.g., lighting, irrigation, or signage) is strictly prohibited.

### **4.3 Modifications to Common Areas**

Residents are not permitted to modify or maintain common areas without Board approval.

## **SECTION 5 - COMMUNITY AMENITIES**

### **5.1 General Use of Common Amenities**

The Association maintains various amenities, including the gym, pool, tennis courts, racquetball court, and pavilion, for the use and enjoyment of residents, their authorized guests, and tenants. All amenities must be used responsibly, safely, and in accordance with these Rules. Use of any amenity is voluntary and at the user's own risk.

### **5.2 Gym Hours, Access and Eligibility**

- a. Gym Hours shall be open daily from 5:00 AM to 12:00 AM. *Amended February 17, 2026*
- b. The gym is restricted to residents, approved occupants, and their permitted guests in accordance with Section 5.3 below.
- c. All individuals entering the gym must use a valid Association-issued FOB.
- d. Management may deny or restrict access due to misuse, safety concerns, or noncompliance.

### **5.3 Gym Guest Policy**

- a. One (1) guest per Lot is permitted in the gym at any given time.
- b. Guests must be always accompanied by the resident.
- c. Residents are responsible for the conduct and any damage caused by their guests.
- d. The Association may temporarily restrict guest privileges when capacity is limited, during repairs, or for safety reasons.

### **5.4 Gym FOB Access and Ownership**

- a. FOBs are the property of the Association and are issued solely for resident gym access.
- b. Entry to the gym requires an FOB issued by the Association.
- c. Lot Owner may submit a FOB Request form, available at [www.dadelandwalk.com](http://www.dadelandwalk.com) under the "Forms" section.

- d. Only the Lot Owner may request FOB(s) on behalf of themselves or their tenants.
- e. One (1) FOB is issued per Lot at no cost.
- f. Additional FOBs require submission of a request form and payment of the applicable fee.
- g. FOBs are non-transferable.
- h. The gym will be closed during hurricane warnings or other weather emergencies, as determined by the Association in its sole and absolute discretion.
- i. The Association reserves the right to restrict access due to misuse or safety violations.
- j. **Unit sales:** replacement FOB fees will be included on the Estoppel Certificate if any FOB assigned to the Lot Owner is not returned to the Association before closing. The fee will reflect the total replacement cost for each unreturned FOB.
- k. **Unit leases:** Lot Owner is responsible for ensuring the return of all FOB(s) issued to their tenants. FOBs not returned remain the responsibility of the Lot Owner and will be treated as unreturned FOBs assigned to the Lot Owner.

### **5.5 FOB Malfunction and Replacement Policy**

FOBs that fail due to normal wear and tear within ninety (90) days of issuance will be replaced at no cost if returned to the Association for inspection. FOBs that are lost, damaged, or rendered inoperable due to misuse including intentional damage, improper handling, or exposure to water will not be eligible for free replacement.

### **5.6 Gym Conduct and Etiquette**

All users must comply with the following rules:

- a. Shirts must be always worn.
- b. Closed-toe athletic shoes are required.
- c. Towels must be used on benches and equipment.
- d. Equipment must be wiped down immediately after use.
- e. Weights and accessories must be returned to their designated locations.
- f. Music must only be played through headphones.
- g. Phone calls may not be made on speakerphones.
- h. Inappropriate conduct, including sexual activity, intimate behavior, harassment, or disorderly conduct, is strictly prohibited.
- i. Misuse or damage to equipment or facilities may result in suspension of gym privileges.

### **5.7 Prohibited Items and Conduct**

The following are not permitted in the gym:

- a. Food or glass containers;
- b. Loud, offensive, or profane language;
- c. Alcohol, drugs, smoking, or vaping;
- d. Personal training or any commercial activity;
- e. Solicitation of any kind;
- f. Sleeping or loitering; and
- g. Pets, except ADA-recognized service animals.

### **5.8 Safety and Liability**

- a. Use of the gym is at the user's own risk.
- b. The Association is not liable for injuries, accidents, or lost or stolen property.
- c. Users must immediately report damaged or malfunctioning equipment.
- d. Tampering with lights, thermostats, or timers is prohibited.
- e. The gym is for active exercise only.

### **5.9 Equipment Use and Occupancy**

- a. During peak hours, cardio machines are limited to 30 minutes per person.
- b. Sleeping or loitering is prohibited.
- c. Maximum occupancy must not exceed posted limits.

### **5.10 Temporary Gym Closures**

The gym may be closed temporarily for maintenance, repairs, weather events, or safety reasons. The gym automatically closes during a Miami-Dade County hurricane warning and remains closed until reopening is deemed safe.

### **5.11 Security and Surveillance Cameras**

The gym is monitored by 24-hour video surveillance for the safety of residents and facility protection. Entry constitutes consent to being recorded. The Association may review footage to investigate incidents or enforce these Rules.

### **5.12 Security Guard Oversight**

Security guards are authorized to verify resident and guest access, enforce posted rules, and address unsafe or improper conduct. Residents must comply with security directives. Failure to comply may result in removal of the facility or suspension of privileges by the Board.

## **SECTION 6.0 - PAVILION**

### **6.1 Reservation**

Residents must submit the Pavilion Reservation Form, available at [www.dadelandwalk.com](http://www.dadelandwalk.com) under the Forms section.

### **6.2 Advance Notice**

Only the pavilion may be reserved for private gatherings use. Reservations must be made at least seven (7) business days in advance through Association management. Same-day or walk-up use is not allowed. The swimming pool and spa cannot be reserved for private events or exclusive access and are for shared community use only.

### **6.3 Security Deposit**

A refundable deposit is required. Details are in the reservation form. The deposit will be refunded provided the pavilion is left clean, undamaged, and used according to all rules and time restrictions.

#### **6.4 Cleanup**

Residents must clean the pavilion after use, including removing trash, wiping surfaces, and returning furniture to its original position. Failure to do so may result in loss of deposit and/or fines.

#### **6.5 Private Events**

Private use of the pavilion is only allowed between 10:00 a.m. and 11:00 p.m. Setup, the event, and cleanup must all be completed within this timeframe. Early setup or late departure will result in full forfeiture of the deposit.

#### **6.6 Damage and Liability**

Residents are responsible for any damage to the pavilion or surrounding property. If repair costs exceed the deposit, the Association may charge the owner's account or pursue legal remedies as permitted.

#### **6.7 Surveillance**

The pavilion is under video surveillance 24 hours per day / 7 days per week. Entry implies consent to recording. Footage may be reviewed to enforce rules or investigate incidents.

### **SECTION 7.0 - PAVILION RESTROOM RULES**

#### **7.1 Unisex Use**

Restrooms are unisex. Residents and guests must respect others' privacy.

#### **7.2 Cleanliness**

Users must dispose of all trash properly. Only toilet paper may be flushed.

#### **7.3 Baby Changing Station**

One restroom includes a baby changing station. Dispose diapers and wipes properly. Do not leave children unattended.

#### **7.4 Proper Use**

Lingering or inappropriate behavior in the restroom is not allowed.

#### **7.5 Maintenance Issues**

Report any plumbing, cleanliness, or supply issues to Association management promptly.

#### **7.6 Security Oversight**

Security personnel are authorized to monitor and enforce restroom rules. Residents must comply with their directives. Refusal may result in removal and possible suspension of privileges by the Board.

### **SECTION 8 - SWIMMING POOL and SPA**

#### **8.1 Pool Hours:** Sunrise to Sunset.

## **8.2 Pool and Spa Use**

Use of the community swimming pool and spa is governed to ensure health, safety, cleanliness, and enjoyment for all residents and their guests. Residents are responsible for the conduct of their household, tenants, and guests. All users must comply with these rules, posted signage, and instructions from the Association or its authorized personnel.

## **8.3 Swimwear Required**

Residents and guests must wear appropriate swimwear while using the pool or spa. Nude bathing or “skinny dipping” is strictly prohibited.

## **8.4 Safety and Behavior Standards**

Running, diving, rough play, climbing on furniture or railings, and other unsafe behavior are prohibited. Any person, regardless of age, who engages in unsafe, disruptive, or dangerous conduct may be asked to leave the pool area.

## **8.5 Swimming Ability & Supervision**

Individuals who are not confident swimmers must be accompanied by a responsible person while in the pool area. Any person who cannot safely swim the length of the pool without assistance must remain within arm’s reach of a responsible person while in the water. The Association may restrict access to any individual whose lack of supervision or conduct poses a safety risk or causes damage.

## **8.6 Spa Use Safety**

Due to elevated water temperatures, individuals who are not confident swimmers or who cannot safely enter and exit the spa without assistance should be accompanied by a responsible person.

## **8.7 No Lifeguard on Duty**

Use of the pool and spa is at users’ own risk. No lifeguard is on duty. Children must always be supervised.

## **8.8 Prohibition of Glass Containers**

Glass containers are strictly prohibited in or around the pool and spa. Only plastic or other non-breakable containers are allowed for safety.

## **8.9 Pets Prohibited**

Pets are not allowed on the pool deck or in the pool area. This restriction does not apply to service animals or assistance animals as defined by federal, state, or local law.

## **8.10 Pool Umbrellas**

Residents and guests must close umbrellas after use to prevent damage or hazards during windy conditions.

## **8.11 Private Events Not Permitted**

The swimming pool and spa may not be reserved for private events or exclusive use. These amenities are for shared community enjoyment.

### **8.12 Swim Diapers Required**

To maintain sanitation and under Florida Department of Health guidelines, infants, toddlers, and individuals who are not fully toilet-trained or are incontinent must wear properly fitted swim diapers or waterproof protective swimwear. Regular diapers are not permitted.

### **8.13 Security Camera and Surveillance**

The pool and spa area are monitored by 24-hour video surveillance for safety and rule enforcement. Entry constitutes consent to being recorded.

### **8.14 Security Guard Oversight**

Security personnel may verify resident and guest access, enforce guest limits, and address unsafe or improper behavior. All users must comply with directives issued by security staff. Failure to comply may result in removal or suspension of privileges.

## **SECTION 9.0 - TENNIS and PICKLEBALL COURTS**

### **9.1 Dual-Use Court**

The designated court is configured for both tennis and pickleball. Court markings, nets, and equipment must be used only for the sport intended. Users are expected to communicate courteously and coordinate transitions between tennis and pickleball play.

### **9.2 Court Hours**

Courts are open daily from 7:00 a.m. until dusk. Use of the courts outside these hours is strictly prohibited.

### **9.3 Access and Key Policy**

Access requires a key issued through security. Keys are the property of the Association and may not be duplicated, loaned, or shared with non-residents. Lost keys will incur a replacement fee.

### **9.4 Gate Security**

The gate must remain locked when the court is not in use. Residents are responsible for ensuring the gate is secured after play.

### **9.5 Guest Policy**

Guests must always be accompanied by a resident. A maximum of four (4) guests per Lot is permitted at any one time. Excessive guest usage may result in restricted access or suspension of privileges.

### **9.6 Attire and Footwear**

Only proper tennis or pickleball attire and non-marking court shoes are permitted. Bare feet, sandals, cleats, boots, or high heels are not allowed.

### **9.7 Prohibited Items**

To protect the court surface and minimize noise, the following are prohibited:

- a. personal furniture;
- b. bicycles, scooters, skateboards, rollerblades, hoverboards, wagons, or strollers;

pets (except ADA-recognized service animals, which may not enter the playing surface);

- c. glass containers;
- d. food;
- e. amplified music; and
- f. smoking, vaping, or any tobacco products.

Any other item or activity that may damage the surface or disturb nearby homes is also prohibited.

### **9.8 Net Equipment Misuse**

Nets, posts, rollers, and related equipment must be used only for their intended purpose. Climbing, sitting, leaning, or hanging on nets, posts, or net-rollers is strictly prohibited. Damages caused by misuse will be billed to the party responsible and may result in loss of court privileges.

### **9.9 Time Limit**

If players are waiting, court use is limited to ninety (90) minutes per group. Players must vacate the court promptly when their allotted time ends.

### **9.10 Use Restrictions and Commercial Activity**

Courts are for recreational tennis or pickleball use only. No workouts, fitness training, general play, or unrelated recreational activities are permitted on the court surface. Private lessons, coaching, clinics, or any compensated instruction are strictly prohibited.

To promote safety and preserve the condition of the courts, the following rules apply to all users:

- a. Courts must be always used safely and with proper athletic etiquette.
- b. Individuals who are unable to use the courts safely, follow posted signage, or comply with these Rules should be accompanied by a responsible person while using the courts.
- c. Courts and equipment must be used only for their intended athletic purpose (tennis or pickleball).
- d. Players must conduct themselves in a manner that does not endanger others or damage the courts, nets, or equipment.
- e. Unsafe, disruptive, or damaging behavior may result in being required to leave the court area and may lead to suspension of court privileges.
- f. The Association may restrict access to the courts or specific equipment if a person's use creates a safety concern or violates these Rules.

### **9.11 Supervision of Non-Playing Children**

Children not actively playing must always be supervised by an adult. Courts are not playgrounds, and loitering, running, biking, or unrelated activities are not permitted.

### **9.12 Food and Beverage Rules**

Food is not allowed on the courts. Only water or sports drinks in plastic or other non-breakable containers are permitted. No alcohol, glass, or cans.

### **9.13 No League or Commercial Use**

Courts may not be used for league play, organized matches, tournaments, commercial purposes, or any business activity.

### **9.14 Camera Surveillance**

The courts are monitored by 24-hour video surveillance for safety, security, and enforcement of these Rules. Entry constitutes consent to being recorded.

### **9.15 Security Oversight**

Security personnel are authorized to verify resident and guest access, enforce guest limits, and address unsafe or improper conduct. All users must comply with security directives. Failure to comply may result in removal from the courts and suspension of amenity privileges by the Board.

## **SECTION 10 - MONTHLY ASSESSMENTS, SPECIAL ASSESSMENTS and LATE FEE**

### **10.1 Assessment Obligations**

To fund community operations, Lot Owners are responsible for timely payment of all monthly and special assessments, per Florida Statute §720.308 and the Association's governing documents, as amended from time to time.

### **10.2 Due Date**

Lot Owner is responsible for making timely payments by the 1<sup>st</sup> of every month regardless of whether a coupon book or invoice is received.

### **10.3 Late Fees**

Payments received after the 15th day of each month are considered late and subject to late fees, interest, suspension of amenities, and possible legal or collection action.

### **10.4 Postmark Policy**

Payments postmarked on or before the due date are not considered late if paid in full. Partial or late-postmarked payments may incur fees and interest.

### **10.5 Coupon Booklet Opt-Out**

Lot Owners who wish to opt out of receiving the annual coupon booklet must complete the Opt-Out Form available in the Forms section at [www.dadelandwalk.com](http://www.dadelandwalk.com) and submit it to Association management before the printing deadline.

### **10.6 Post-Dated Checks**

Any check received from a Lot Owner, including post-dated checks, will be deposited immediately by the Association's financial institution, regardless of the date written on the check or any attached note to the contrary. Association management does not hold checks for future deposit.

### **10.7 Responsibility for Bank Fees**

The Association is not responsible for any bank fees, overdraft charges, return check fees, or penalties incurred by an Owner. Any fees resulting from insufficient funds, bank rejects, stop

payments, post-dated or out-of-date checks, or delays caused by the Owner's financial institution are the sole responsibility of the Owner.

### **10.8 Special Assessment Payment Terms**

The Board may require lump sum or installment payments. All payments must be made by the deadlines set unless the Board provides written approval for alternate arrangements.

### **10.9 Delinquency**

Unpaid special assessments are treated like unpaid regular assessments and may result in late fees, interest, amenity suspension, or legal action.

### **10.10 Lot Owner Responsibility**

Lot Owners remain responsible for assessment payments, even if the property is leased or under contract for sale. Private agreements do not transfer liability.

## **SECTION 11 - VIOLATIONS, FEES, and PROCESS**

### **11.1 Enforcement Process**

The Association enforces rules in accordance with Florida Statute §720.305, as amended from time to time. Lot Owners are entitled to written notice, an opportunity for a hearing, and impartial review before any fine or suspension is imposed.

### **11.2 Notice of Violation**

If a Lot Owner, tenant, or guest violates a rule, the Association will issue written notice and advise the Lot Owner of their right to a hearing. Lot Owners are responsible for correcting violations and any fees caused by their tenants, guests, or visitors.

### **11.3 Hearing Notice Requirement**

Lot Owners must receive at least fourteen (14) days' prior written notice of the date, time, and location of the hearing.

### **11.4 Grievance Committee Hearing**

Hearings must be held before a Grievance Committee consisting of at least three (3) impartial members who are not Board members and who do not reside with a Board member.

### **11.5 Committee Decision**

- a. If the Grievance Committee **approves** the proposed fine or suspension, the Board may impose and enforce it.
- b. If the Grievance Committee **does not approve** the proposed fine or suspension, it may not be imposed.

### **11.6 Imposing the Fine or Suspension**

If approved by the Grievance Committee, the Board may move forward with imposing and enforcing the fine or suspension.

## **11.7 Unpaid Fines**

- a. If a fine exceeds the statutory limit or remains unpaid for more than ninety (90) days, the Association may suspend the Lot Owner's voting rights and access to common areas and
- b. The Association may also pursue collection of unpaid fines through legal action or other lawful means.

## **SECTION 12 – BOARD MEETINGS**

### **12.1 Member Rights and Participation**

Board meetings are an essential function of the Association's operations and governance. This section outlines members' rights and responsibilities during Board meetings, including rules for participation, recording, and behavior, as permitted under Florida Statute §720.303 and the Association's governing documents, as amended from time to time.

### **12.2 Right to Record**

Members are permitted to audio or video record Board meetings, as stipulated by Florida Statutes, as amended from time to time.

### **12.3 Member Speaking Rights**

- a. Members may speak for up to three (3) minutes following Board discussion but prior to any vote on an agenda item that involves a vote;
- b. A motion must be made and seconded by the Board before opening the floor for member comments;
- c. Member comments must be limited to the specific item being voted on; and
- d. If no vote is taken on the item, member comments may only be made during the Open Forum portion of the meeting.

### **12.4 Advance Notification Requirements**

To promote transparency and ensure proper coordination, members intending to audio or video record a Board meeting must provide written notice to the Board at least one (1) business day before the scheduled start of each meeting. Blanket or "perpetual" notices will not be permitted. This policy ensures that the Board and attendees are aware when recording is taking place, helps prevent misunderstandings, and maintains an orderly meeting environment.

### **12.5 Equipment and Setup**

Recording devices must be set up before the meeting begins to avoid disruptions. Equipment should operate silently and without visible lights that may distract participants. Anyone recording must remain stationary throughout the meeting to minimize disturbance to the proceedings.

### **12.6 Distribution of Recordings**

Recordings are intended for personal use. While Owners have the right to record meetings under Florida law, the Association strongly encourages members not to disseminate, publish, or post any recording, including on social media or online platforms, without first obtaining written consent from the Board and any individuals captured in the recording. Doing so promotes privacy, reduces misunderstandings, and helps maintain a respectful and constructive community environment.

## **12.7 Accessibility Accommodations**

To ensure inclusiveness, the Board strives to accommodate members with disabilities during meetings. Requests for special arrangements, such as seating preferences, should be submitted in writing at least three (3) days before the meeting date. The Board is committed to creating an environment where all members can engage fully and comfortably in discussions.

### **12.8 During Board Meetings**

To ensure Board meetings are productive, respectful, and in compliance with Florida Statute §720.303(2), as amended from time to time, all attendees are expected to maintain appropriate decorum. Rules are in place to support civil discourse and preserve order during meetings where important Association matters are discussed and decided.

- a. *Respectful behavior*: All attendees are expected to conduct themselves courteously, allowing meetings to proceed efficiently and without disruption.
- b. *Prohibited actions*: The use of disruptive behavior, obscene gestures, shouting, profanity, or offensive language, including derogatory remarks about the community or its members, is strictly prohibited. Such behavior undermines the respectful environment we strive to maintain.
- c. *Immediate action*: Individuals engaging in prohibited conduct will receive a verbal warning. If the behavior persists, they may be asked to leave the meeting to preserve order.
- d. *Consequences*: Repeated or severe violations may result in further actions as outlined in the Association's governing documents, which could include fines or suspension of certain member privileges.

### **12.9 Lot Owner Speaking Rights at Board Meetings**

In accordance with Florida Statute §720.303(2)(b), as amended from time to time, members are permitted to speak on agenda items requiring a vote by the Board of Directors. The member's opportunity to speak is limited to three (3) minutes and will occur after the Board has completed its deliberations on the item and before any vote is taken. Debate or dialogue with the Board during its deliberations is not permitted. The Board may adopt additional reasonable rules regarding the frequency, duration, and manner of member statements, provided they do not conflict with statutory rights.

### **12.10 Open Forum Rules**

The Association may offer an Open Forum segment during Board meetings. This portion is separate from official agenda items and provides members with an opportunity to voice general concerns, comments, or suggestions on the agenda items. The following guidelines apply to ensure respectful and orderly participation:

- a. Members may speak once for up to three (3) minutes total during open forum.
- b. The three (3) minute per agenda-item rule does not apply during open forum rather than at special members meetings.
- c. Members may comment on non-voting items during the Open Forum, within their three (3) minute time limit.

### **12.11 Reporting Concerns**

Members who feel offended or threatened by any conduct during meetings are encouraged to report their concerns to Association management in writing. The Association is committed to addressing such issues promptly to maintain a safe and respectful community environment.

## 12.12 Agenda Order

The Board may adjust the order of the agenda during a Board meeting at its discretion.

### **12.13 Board Member Attendance**

To ensure transparency and accuracy in the Board meeting record:

- a. Minutes shall note the arrival time of any Board member who joins after the meeting is called to order, with specific entry if thirty (30) minutes or later.
- b. Early departure of any Board member after the meeting is called to order shall also be recorded.
- c. If attendance is remote (e.g., phone or video), the method must be noted in the minutes.
- d. Board members may attend remotely if unable to attend in person and are encouraged to notify the Board or Association management in advance.

### **12.14 Schedule and Frequency**

The Board shall set the schedule and frequency of regular meetings at the annual organizational meeting. Meetings may be canceled or rescheduled as needed, with cancellation notices posted in the same manner as original notices when possible.

## **SECTION 13 – DUMPSTERS AND PODS**

### **13.1 Renovation Use**

Dumpsters and PODS are considered temporary structures under the governing documents and may be permitted only for renovation or construction-related purposes. Prior written approval from the Association is required before any dumpster can be delivered or placed on the property. All placements must comply with established guidelines and may be subject to removal if unapproved or misused.

### **13.2 Request and Approval**

Lot Owner must complete and submit a dumpster or POD Placement Request Form to the Association manager at least five (5) business days before the requested delivery date. The form is available under the Forms section. The Association reserves the right to deny placement requests at its sole discretion if the proposed use is deemed unsafe, disruptive, or inconsistent with the community's best interests.

### **13.3 Placement Guidelines**

- a. A **protective barrier (such as plywood or rubber matting)** must be placed beneath the dumpster to prevent damage to paved surfaces. Failure to do so constitutes a policy violation. The Association may remove the dumpster/POD at the Lot Owner's expense, use the deposit for any resulting damage, and/or file an insurance claim to recover costs.
- b. The Lot Owner is responsible for coordinating with management to schedule a security guard for both placement and pickup. Dumpster/POD may only be placed entirely within the Lot Owner's assigned parking space.
- c. **Dumpster Max Size:** The maximum size allowed is a 15-yard dumpster (16' x 8' x 4.5').
- d. **POD Max Size:** The maximum size allowed is 12 ft (length) × 8 ft (width) × 8 ft (height).

- f. No placement is permitted on grass, landscaping, sidewalks, drive lanes, or common areas.
- g. A security guard must accompany the vendor at the time of placement to ensure proper location and surface protection.
- h. A security guard must also be present during dumpster retrieval to confirm safe pickup and assess any potential damage.

### **13.4 Delivery, Removal, and Duration**

Delivery and pickup must occur Monday through Saturday during approved business hours. No delivery or removal is permitted on Sundays or the following federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The dumpster/POD may remain on-site for a maximum of thirty (30) consecutive days. Any extension requires five (5) business days' advance notice and written Board approval.

### **13.5 Clean-up and Maintenance Requirements**

Lot Owner is responsible for always maintaining cleanliness around the dumpster or POD. Daily cleanup is required to prevent dust, debris, or trash from spreading to neighboring areas. While on-site, regular maintenance of all surrounding areas must be carried out. Upon removal, the Lot Owner must clean and pressure wash the parking space, impacted sidewalks, and any other affected areas to ensure they are free of dust, debris, and construction residue.

### **13.6 Deposit Requirement**

A refundable deposit is required before delivery. The deposit can be partially or fully forfeited if the Lot Owner fails to comply with any portion of this policy, including placement restrictions, time limits, or cleaning and maintenance obligations.

### **13.7 Insurance -Vendor Requirements for PODs, Dumpsters, and Temporary Containers**

Residents using a POD, storage container, dumpster, or similar equipment must use a vendor that provides a Certificate of Insurance naming the Association as Additional Insured. The vendor must carry Commercial General Liability, Automobile Liability, and Workers Compensation if the vendor has employees, or proof of exemption if not. Required endorsements include Additional Insured, Primary and Noncontributory, and Waiver of Subrogation. Coverage limits will be established by the Board and listed on the Association's Vendor Insurance Requirements Form, which may be updated by Board resolution.

### **13.8 Deposit Use, Inspection and Damage Liability**

The Association reserves the right to use all or part of the deposit to cover cleaning or repair costs if the Lot Owner fails to comply with this policy, including failure to pressure wash or clean the affected area.

- a. **Pre-return Inspection:** Before returning the deposit, the Association manager or a designated Board representative will inspect the affected area. The deposit will not be returned unless the area is clean and undamaged.
- b. **Responsibility for Damages:** The Lot Owner is fully responsible for any damage caused or its delivery/removal to asphalt or paved surfaces, landscaping or irrigation systems, sidewalks, pedestrian areas, or any common area of the Association.
- c. **Billing of Additional Costs:** If cleaning or repair costs exceed the deposit, the Lot Owner will be invoiced for the remaining balance.

- d. Insurance Claims:** The Association may also file a claim against the Lot Owner's or vendor's insurance to recover costs due to noncompliance or damage.

### **13.9 Enforcement and Authority**

In cases where a Lot Owner refuses to comply with policy requirements or creates a safety hazard, the Association reserves the right to contact local law enforcement to ensure safety and may take additional action under its enforcement authority to resolve the issue.

### **13.10 Neighbor Courtesy Notification**

As a courtesy, Lot Owner is strongly encouraged to notify their immediate neighbors in advance of dumpster delivery. Notices should include the expected delivery and pickup dates and can be provided in person, by phone, or by email to help minimize disruptions.

## **SECTION 14 - MOVING IN or MOVING OUT**

### **14.1 Move-In/Out Notification**

Residents must submit a completed Move-in/Out form available in the Forms section at [www.dadelandwalk.com](http://www.dadelandwalk.com) at least **fifteen (15) business days** before the scheduled move for coordination and approval.

### **14.2 Professional Movers**

If hiring movers, a certificate of insurance, naming Dadeland Walk Association, Inc., as additional insured must be submitted before the move.

### **14.3 Permitted Moving Hours**

Moves are allowed Monday–Saturday, 7:30 AM–7:00 PM. Moving is prohibited on Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

### **14.4 Security Deposit Requirement**

A refundable deposit is required for all moves. The deposit may be withheld if there is damage or rule violation.

### **14.5 Deposit Refund Conditions**

Refunds are issued after inspection by Association management, or a Board representative confirms no damage and compliance with the moving rules.

### **14.6 Damage Responsibility**

Residents and/or movers must report and are responsible for any damage to sidewalks, lawns, planters, irrigation, or other Association property.

### **14.7 Parking and Access**

Moving trucks must not block driveways, sidewalks, mailboxes, fire lanes, or unit access.

#### **14.8 No Trash or Bulk Item Disposal**

Bulk items (e.g., furniture, mattresses, appliances) may not be left on property for trash or bulk pickup. Residents must take such items to a Miami-Dade County bulky waste drop-off location.

#### **14.9 Lot Owner Responsibility**

Lot Owner is liable for any damage to Association property caused by their tenants, guests, vendors, or movers. All repair costs will be billed to the Lot Owner.

### **SECTION 15 - DISPLAY OF FLAGS and FLAGPOLES**

#### **15.1 Flag Display Rights**

In accordance with Florida Statute § 720.304(2), as amended from time to time, homeowners are permitted to respectfully display certain flags and erect freestanding flagpoles on their Lot, regardless of Association covenants, restrictions, or rules.

#### **15.2 Portable, Removable Flag Display**

Lot Owner may display one portable, removable official United States flag and one additional flag representing either the State of Florida, a branch of the United States Armed Forces (Army, Navy, Air Force, Marine Corps, or Coast Guard), or a POW-MIA flag. Each flag must be displayed in a respectful manner and may not exceed 4½ feet by 6 feet in size. These flags can be displayed without the use of a freestanding flagpole.

#### **15.3 Freestanding Flagpoles**

Lot Owner may erect one freestanding flagpole on their real property, provided it does not exceed twenty (20) feet in height, is not installed within an easement, and does not obstruct sightlines at intersections. The flagpole must comply with all applicable zoning codes, building regulations, and setback requirements.

#### **15.4 Conditions of Flag Display**

Any flag displayed on the freestanding flagpole must adhere to the respectful manner standard and may include the official U.S. flag along with one additional flag as noted above. The additional flag must be equal to or smaller in size than the U.S. flag. Lighting or sound enhancements related to the flag display must comply with all local ordinances.

### **SECTION 16 - GUARDHOUSE and SECURITY EQUIPMENT**

#### **16.1 Guardhouse Entry Prohibited**

Residents, Lot Owners, tenants, guests, and all other unauthorized individuals are not permitted to enter the guardhouse. The guardhouse is a restricted work area for on-duty security personnel and authorized Association representatives only.

#### **16.2 Security Equipment and Security Operations**

No one is permitted to access, handle, or tamper with any surveillance or security equipment. Only on-duty security guards are authorized to operate or adjust this equipment. Residents, lot owners, guests, and all other individuals are also prohibited from riding the guard's golf cart, which is for official use only.

## **16.3 No Holding of Resident Personal Property**

Guards shall not accept or hold personal items (keys, packages, mail). Residents must make their own arrangements.

#### **16.4 Resident Responsibility in Emergencies**

In emergencies, call 911 first. Guards are not emergency responders. Notify the guard if safe and report damages or safety concerns to management afterward.

### **SECTION 17 - ASSOCIATION SERVICE PROVIDERS**

#### **17.1 Scope of Work**

Association service providers handle common area's needs, security and Association-maintained elements only. Lot owners, residents, and guests, must not interrupt or direct service providers while they are performing Association duties.

#### **17.2 Conduct**

Lot owners, residents, and guests, must treat all service providers with professionalism and respect. Harassment or abuse is prohibited and may result in enforcement action.

#### **17.3 Access Policy**

Residents are not allowed to have association's service providers enter unit interiors. Tasks are limited to common areas and exterior elements unless emergency access is required and authorized by Association management and Lot Owner.

#### **17.4 Chain of Command**

Lot owners, residents, guests, or contractors may not assign, redirect, or interfere with association contracted service providers. They take directions only from Association management or their supervisor.

#### **17.5 Private Work**

Service providers may not perform private work during Association hours. Personal arrangements must be made independently and outside work hours. No private requests are allowed during shifts. Do not interrupt guards during duty. Report concerns service to Association management.

#### **17.6 Association Liability**

The Association is not liable for any issues resulting from private arrangements between residents and staff.

#### **17.7 Emergency Maintenance Access**

In emergencies affecting common areas or lots (e.g., leaks, structural issues), providers may require immediate access.

### **SECTION 18 - MAIL STATIONS**

#### **18.1 Mail Station Use**

Mail stations are for U.S. mail and approved deliveries only. Residents may not use mailboxes for storing items or leaving personal notes, flyers, or packages.

### **18.2 Mail Station Ownership**

The Association owns mailbox stations and all individual mailboxes.

### **18.3 Keys and Locks**

Lot Owner is responsible for lock and key maintenance and replacement using a licensed locksmith, at their own expense.

### **18.4 Cleanliness**

Trash, food, packaging, or junk mail must not be left at mail stations. Residents must dispose of items properly.

### **18.5 Tampering Prohibited**

Tampering with another resident's mailbox or accessing another unit's mail is strictly prohibited and may be referred to law enforcement.

### **18.6 Package Deliveries**

Packages may be left at mail stations only if permitted by the delivery service. The Association is not liable for lost, stolen, or damaged packages.

### **18.7 Prompt Collection**

Residents should collect mail regularly. Overflowing mailboxes may be reported to Association management as a possible absentee or safety concern.

### **18.8 Damage or Malfunction**

Lot Owner must promptly report any structural damage or issues with the mailbox stations to Association management. If damage to the mailbox (not including the lock or key) is caused by the Lot Owner, such as from overstuffing, forced closing, broken hinges, or dented doors—the Lot Owner may be held responsible for the cost of repair.

### **18.9 Posting Notices**

Only notices approved by the Board and posted through Association management may be placed at mailbox station.

## **SECTION 19 - PARKING and VEHICLES**

In accordance with Florida Statute § 720.3075(3)(d), a homeowner, and a tenant, guest, or invitee of the homeowner, has the right to park his or her personal vehicle, including a personal-use pickup truck, in the homeowner's driveway or in any other area where the homeowner or occupant has a lawful right to park, as governed by state, county, and municipal regulations.

The Association's governing documents and these Rules shall not be interpreted to prohibit a homeowner, tenant, guest, or invitee from parking a work vehicle, which is not a "commercial motor vehicle" as defined in Fla. Stat. § 320.01(25), in the homeowner's driveway, regardless of whether the vehicle displays official insignia, decals, or other work-related markings.

Nothing in this section restricts the Association's ability to regulate true commercial motor vehicles, oversized vehicles, trailers, boats, or other prohibited vehicles as defined herein, or to regulate parking in common area spaces, fire lanes, or guest parking areas.

### **19.1 Vehicle Registration and Perking Permit Decals**

Residents must submit a Vehicle Registration Form (available in the Forms section at [www.dadelandwalk.com](http://www.dadelandwalk.com)) for all vehicles, vehicle changes, license plate updates, or parking permit decal replacements. Parking permit decals are issued at no charge, including replacements. Decals will only be issued to registered Lot Owners, residents, or approved occupants. Parking decals may **not** be given, transferred, or lent to non-residents under any circumstances.

### **19.2 Vehicle Requirements**

- a. All resident vehicles must be licensed and registered with the Florida Department of Motor Vehicles.
- b. All resident vehicles must be registered with the Association.
- c. Each vehicle must display a valid community-issued parking permit decal placed on the bottom left corner of the driver's side front windshield.
- d. All vehicles must have a visible, permanently affixed rear license plate mounted in the designated plate area, as required by Florida law.
- e. License plates may not be placed in windows or any other non-designated area of the vehicle.

### **19.3 Prohibited Vehicles**

The following vehicles may not be parked or stored anywhere on Association property except temporarily for deliveries or service work:

- a. Commercial motor vehicles as defined in Fla. Stat. § 320.01(25).
- b. Boats, trailers, motorhomes, campers, jet skis, and similar recreational vehicles.
- c. Inoperable, unregistered, abandoned, or plate-missing vehicles.

For purposes of this section, a "commercial motor vehicle" is defined solely by state law and does not include personal-use pickup trucks or personal vehicles used for work that display signage or insignia, unless the vehicle also meets the statutory definition of a commercial motor vehicle.

Vehicles used for work *but not meeting the statutory definition of a commercial motor vehicle* may be parked in a homeowner's driveway in accordance with Section 28.0.

### **19.4 Community Driving Rules**

All drivers must obey traffic rules. Speed limit is 9 mph and stop signs must be followed.

### **19.5 Guest Vehicle Parking**

Guest vehicles may not park more than thirty (30) cumulative days per 12-month period. Exceptions require written approval and issuance of an extended-stay pass, if approved by management.

## 19.6 Resident Parking

Residents may park up to two vehicles in their assigned spaces. A third vehicle may use guest parking only if the assigned spaces are full. No double parking, parking on grass, or blocking driveways.

## 19.7 Personal-Use Pickup Trucks and Work Vehicles

Personal-use pickup trucks and non-commercial “work vehicles” that do not satisfy the statutory definition of a “commercial motor vehicle” under Fla. Stat. § 320.01(25) are permitted to park in a homeowner’s driveway or other areas where the homeowner or occupant has lawful parking rights. However, such vehicles must still comply with all other Association rules, including noise, nuisance, and parking safety rules, and may not block sidewalks, fire lanes, mailboxes, or other prohibited areas.

## 19.8 Commercial Vehicles

Pursuant to Fla. Stat. § 320.01(25), a “commercial motor vehicle” means any vehicle which is not owned or operated by a governmental entity, which uses special fuel or motor fuel on the public highways, and which has a gross vehicle weight of 26,001 pounds or more, or has three or more axles regardless of weight, or is used in combination when the weight of such combination exceeds 26,001 pounds gross vehicle weight.

Vehicles that fall outside this definition are *not* commercial motor vehicles even if they display logos, racks, tools, or work-related equipment.

- a. **Overnight Parking Restriction:** Commercial vehicles may not be parked overnight within the community.
- b. **Permitted Hours for Work:** Vehicles making service calls, or performing work are permitted between **7:30 a.m. and 7:00 p.m.**, Monday-Saturday. No Sundays or the following federal holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. All such vehicles must leave the property once the service or delivery is complete.
- c. **Household Deliveries:** Deliveries of large household items, such as mattresses, furniture and appliances, are permitted Monday through Sunday between 7:30 a.m. and 7:00 p.m. Delivery vehicles must exit the property once the delivery is complete.
- d. **No Restrictions: Essential Deliveries and Emergency Services:** No restriction is applicable for essential services including but not limited to Amazon, UPS, FedEx, USPS, Uber, Dash, other delivery platforms, licensed healthcare providers, or emergency service vendors (e.g. plumbers, air conditioning technician), who may operate outside of standard hours to perform time-sensitive services.
- e. **Identification Requirement:** All commercial or service vehicles entering the community must display visible company identification on the vehicle or provide service credentials upon request by management or security.

## 19.9 Recreational Vehicles Restriction

Boats, trailers, motorhomes, campers, jet skis, and similar recreational vehicles are not permitted to be parked or stored anywhere on Association property.

## 19.10 Vendor and Contractor Parking Access

All vendors and contractors must obtain a Temporary Guest pass from security or be pre-

authorized by the resident.

### **19.11 Vehicle Repairs and Storage**

Vehicle repairs are not allowed except for emergencies. Abandoned, unsightly, or inoperable vehicles may not be stored on property.

### **19.12 Vehicle Covers**

Covers must be neutral, clean, well-fitted, and free of tears, advertising or logos.

## **SECTION 20 - TOWING POLICY**

### **20.1 Purpose**

To promote safety, manage traffic flow, and preserve order within the community, the Association may tow vehicles in violation of these parking rules or that obstruct or misuse common areas.

### **20.2 Parking Requirements**

Vehicles parked overnight must display one of the following:

- a. A valid community parking permit decal affixed to the bottom driver-side windshield, and a rear-mounted license plate clearly visible, or
- b. A valid Temporary Parking Pass placed on the dashboard, and a rear-mounted license plate clearly visible.

**20.3** The Association follows a progressive enforcement procedure for most parking violations, commonly referred to as the “3 Chances to Comply” towing policy:

- a. **First Violation**: A warning sticker will be placed on the vehicle’s window indicating the nature of the violation. The vehicle will not be towed but must be corrected within twenty-four (24) hours.
- b. **Second Violation**: If the issue is not corrected, a second warning notice will be placed, and the vehicle will again be given twenty-four (24) hours to comply.
- c. **Third Violation**: A final notice sticker will be placed on the vehicle. If the violation is not resolved within the final twenty-four (24) hour period, the vehicle will be subject to towing at the owner’s expense.

### **20.4 Towing Exceptions – Immediate Towing Without Warning:**

The following violations are considered hazardous and are subject to immediate towing without the three-warning process:

- a. Blocking fire hydrants, sidewalks, mailboxes, driveways, or other access points;
- b. Parking in a designated No Parking zone or Fire Lane;
- c. Abandoned, visibly inoperable vehicles, or vehicles with no license plate or parking permit;
- d. Double-parked or obstructing roadway access;
- e. Blocking ingress or egress of the community;
- f. Commercial vehicles parked overnight; and
- g. Vehicles parked in another unit’s assigned space (only upon complaint by the assigned resident).

## **20.5 Towing Authorization**

Only the Association manager or their designee may authorize towing. Residents, including Board members, are strictly prohibited from arranging towing on their own. Unauthorized towing may result in enforcement action. The Association will not be held liable for any towing initiated by unauthorized. Any resident who arranges towing without proper authorization may be held personally responsible for resulting damages or legal claims.

## **20.6 Guest Vehicles**

Guest vehicles must display a valid pass. Unauthorized or improperly parked vehicles may be warned and towed if not corrected or if posing a hazard, it will be towed immediately.

## **20.7 Commercial Vehicles**

Commercial vehicles are not allowed to park overnight. Unauthorized vehicles will be towed immediately at the owner's expense.

## **20.8 Towing Procedure and Legal Compliance**

Towing will be conducted in compliance with **Florida Statutes § 715.07**, as amended from time to time, including proper signage at community entrances listing the authorized towing company and contact number.

## **20.9 Owner Responsibility**

An owner of a towed vehicle is responsible for all associated costs. The Association is not liable for any damage to the vehicle resulting from towing.

## **SECTION 21 - GUEST ENTRY and REVOCATION PROCEDURES**

### **21.1 Guest Entry and Revocation Form**

Residents are required to complete and submit the Guest Entry and Revocation Form, available in the Forms section of the Association website at [www.dadelandwalk.com](http://www.dadelandwalk.com). This form must be used to authorize or revoke entry for individuals on a resident's guest access list.

### **21.2 Management Restrictions**

Association management is prohibited to add or remove guests on a resident's behalf. Only the Guest Entry or Revocation form will be accepted. No verbal approval or revocation of guests will be authorized.

### **21.3 Temporary Guests/Visitors**

Guests or Visitors may stay up to thirty (30) days within any 12-month period without prior written approval from the Board.

### **21.4 Extended Stays**

Board approval is required in advance for any guest/visitor who will stay longer than thirty (30) days. The Board reserves the right to deny such requests.

### **21.5 Reclassification as Occupant**

Guests exceeding the 30-day limit are considered proposed occupants and must undergo the Association's screening process, which includes:

- a. Application;
- b. Screening fee;
- c. Refundable security deposit;
- d. Background and credit check; and
- e. Personal interview.

### **21.6 Lot Owner Responsibility**

Lot Owners are responsible for the conduct of their guests and tenants. All visitors must comply with the Association's governing documents. Lot Owners may be held accountable for violations, including fines or other enforcement actions.

### **21.7 Non-Disclosure Consequences**

Failure to disclose extended guest stays or follow screening procedures may result in violation notices, daily fines, and legal action as permitted by the governing documents.

## **SECTION 22 - PETS**

### **22.1 Registration and Approval**

All pets must be registered and approved in writing before being brought into the community. Registration includes a completed form available in the Forms section at [www.dadelandwalk.com](http://www.dadelandwalk.com), proof of rabies vaccination, health records, and a clear photo.

### **22.2 Rabies and Health Records**

In accordance with Florida Statute §828.30 and Miami-Dade County regulations, all dogs and cats aged four (4) months or older must be vaccinated against rabies by a licensed veterinarian and kept current as required. Lot Owners must submit and update pet health records upon request by Association management or the Board.

### **22.3 Permitted Pets and Limits**

Only domestic dogs and indoor cats are allowed, with a maximum of two pets per residence.

### **22.4 Restrictions and Nuisance**

Pets may not be bred, sold, or maintained for commercial use and must not disturb the community.

### **22.5 Leash and Control**

All pets, including cats, must be leashed, contained, or fully under control in common areas. Free roaming is strictly prohibited. Indoor cats may not be permitted to roam, wander, lie outside, or remain unattended on patios, sidewalks, roads, landscaped areas, or any common area of the Association.

## **22.6 Extended Absence and Care**

Residents away for over twenty-four (24) hours must arrange proper pet care. Pets left alone causing disturbances may result in violations or fines. The Lot Owner remains responsible.

## **22.7 Outdoor Animal Feeding**

Feeding any animals outdoors is not permitted within the Association property. This includes, but is not limited to, feral or stray cats, stray dogs, raccoons, opossums, birds, or any wildlife. Leaving food, water, or other attractants in common areas or limited common areas creates sanitation issues, attracts pests, and may lead to property damage. Owners must feed their personal household pets inside their unit only.

## **22.8 Behavior and Nuisance**

Pets must not bark excessively, act aggressively, damage property, or disturb other residents. Violations may result in enforcement.

## **22.9 Waste Disposal**

Owners must immediately clean up after their pets. Waste must be bagged and placed in designated stations or private bin, not in open or regular trash.

## **22.10 Prohibited Animals**

Exotic, wild, or non-domestic animals (e.g., snakes, farm animals) are not allowed, even if caged or claimed to be harmless.

## **22.11 Service and Support Animals**

Service animals under the ADA are exempt from pet restrictions. Emotional support animals require proper documentation and must not create a nuisance.

## **22.12 Resident Violations and Pet Removal**

If a resident violates the Association's pet policy and the violation is not corrected after written notice, the Association may require the permanent removal of the pet from the community. The Lot Owner remains responsible for ensuring compliance by all occupants of their unit, including tenants and guests. Continued violations may result in fines, suspension of community privileges, and/or legal action.

## **22.13 Unattended Pets**

The Association does not hold keys to individual units and cannot enter a residence to attend to or remove a pet. If a pet is left unattended and causes concern, the Lot Owner will be notified. If the animal appears at risk, the Association may contact animal control.

## **22.14 Extended Absences**

Residents must not leave pets unattended in a unit or patio for prolonged periods during vacations or trips. Lot Owners are expected to arrange daily care to prevent noise, distress, or violations.

## **SECTION 23 - REAL ESTATE SALES and LEASING (Agent or By Owner)**

### **23.1 Notification Requirements**

Lot Owner who is selling or renting their property must NOTIFY management and submit the **Real Estate Activity Form** in advance. The form is available in the Forms section at

[www.dadelandwalk.com](http://www.dadelandwalk.com). The Association is not responsible for lost marketing opportunities due to failure to comply with access procedures.

### **23.2 Agent Access Rules**

Only licensed real estate agents may show units and must:

- a. Present a valid real estate license and state-issued photo ID at the guardhouse;
- b. Always accompany clients in the community; and
- c. No open houses.

### **23.3 Prohibited Real Estate Marketing Activities**

Real estate marketing activities within the community are strictly prohibited. This includes door knocking, canvassing, distributing or leaving flyers, cards, or promotional materials at doors, mailboxes, vehicles, patios, or common areas, or approaching residents for marketing or solicitation purposes. All real estate activity must comply with these Rules and Regulations and must not interfere with residents' privacy, safety, or quiet enjoyment of the community.

### **23.4 Signage Regulations**

In accordance with Florida Statute § 479.16(3), as amended from time to time, a real estate For Sale or For Rent is permitted. One professionally made 5" × 8" 'For Sale' or 'For Rent' sign is authorized; provided, however, it must be placed inside a window; must be entirely within the Lot Owner's property boundaries; and must be removed promptly once the property is no longer for sale or rent.

### **23.4 Agent Conduct**

Lot Owners are responsible for ensuring their agents act professionally and respectfully while on Association property. Agents must:

- a. Follow all Association rules;
- b. Avoid disturbing residents;
- c. Stay out of unauthorized areas; and
- d. Accompany clients throughout the community.

### **23.5 New Owner Registration**

All new owners must register with the Association before moving in to ensure accurate records and proper setting up of gate access and services.

#### **Required documents:**

- a. Completed New Member Owner Registration Form (available at [www.dadelandwalk.com](http://www.dadelandwalk.com)); and
- b. Copy of the recorded deed

### **23.6 Leasing Requirements**

All leasing activity must comply with Association policies:

- a. Submit a complete Association Leasing Application, available in the Forms section at [www.dadelandwalk.com](http://www.dadelandwalk.com);
- b. Applications must be submitted at least thirty (30) days before move-in;
- c. A background and credit check will be conducted for each proposed occupant age eighteen (18) or older. Failure to consent to or pass such screening may result in denial of the lease or occupancy request;

- d. Prospective tenants must review community rules with Association management or a Board designee prior to approval;
- e. Minimum lease term is twelve (12) months; and
- f. Occupancy must comply with single-family use restrictions.

### **23.7 Grounds for Denial of Lease or Occupancy Approval**

As stated in Article IX – Occupancy and Leasing Restrictions of the Amended By-Laws of Dadeland Walk Association, Inc. (recorded in Official Records Book 21917, Pages 3606–3608, Miami-Dade County, Florida), the Board of Directors has the absolute right to disapprove a proposed lease or occupancy if any of the following apply:

- a. The lease violates the Declaration, By-Laws, Articles of Incorporation, or Rules and Regulations;
- b. The owner is delinquent in assessments owed to the Association;
- c. The owner, proposed tenant, or occupant provides false or incomplete information on any required documents;
- d. A completed lease or occupancy application form is not submitted;
- e. A completed association’s Lease Addendum is not submitted;
- f. The required transfer/screening fee or Common Area security deposit is not submitted;
- g. The proposed tenant or occupant has been convicted of a felony involving violence, dishonesty, or moral turpitude, and has not had their civil rights restored.

### **23.8 Prohibited Occupancy Arrangements**

Short-term rentals, vacation rentals (e.g., Airbnb, VRBO), and any form of transient occupancy are prohibited. Subleasing, boarding, or any unauthorized occupancy arrangement is not allowed. Only approved residents listed on the lease and application may reside in the unit.

### **23.9 Lease Renewals**

Lease renewals must be submitted at least forty-five (45) days before the effective date of the renewal, with all required documents completed. All lease renewals are subject to Board approval in accordance with the Association’s governing documents.

### **23.10 Leasing by Existing Residents**

Residents who wish to lease a different unit within Dadeland Walk must complete the full screening and approval process. Prior residency does not waive application requirements.

## **SECTION 24 - TEMPORARY OCCUPANCY and GUEST STAY POLICY**

### **24.1 Temporary Guest Occupancy Policy**

To maintain the residential character of the community and ensure proper oversight, the Association enforces a temporary occupancy policy for guests not listed on the deed or an approved lease.

- a. Temporary guests, including significant others, adult children, parents, or other visitors—may not stay more than thirty (30) days total within any 12-month period without prior written Board approval;

- b. The 30-day limit may be consecutive or cumulative and applies to any individual not officially listed as an owner or tenant;
- c. Guests exceeding this limit may be deemed occupants and required to complete the screening and approval process; and
- d. Lot Owners are fully responsible for the conduct of their guests and ensuring compliance with all Association rules.

## **SECTION 25- HURRICANE PREPAREDNESS**

### **25.1 Resident Responsibilities During Storm Alerts**

All residents must take steps to minimize damage and ensure safety when a hurricane watch or warning is issued and must:

- a. **Secure Loose Items:** Bring inside or secure all outdoor furniture, plants, decorations, umbrellas, grills, and bicycles.
- b. **Clear Patios and Entryways:** Remove all non-permanent items, including rugs, mats, potted plants, and decor.
- c. **Protect Vehicles:** Move vehicles away from trees and flood-prone areas. The Association is not responsible for vehicle damage.
- d. **Secure Openings:** Ensure all windows and doors are shut. If shutters or panels are installed, confirm they are properly fastened.
- e. **Emergency Contacts:** Residents evacuating must notify management and provide updated emergency contact info.
- f. **Perishables:** Empty refrigerators before evacuating to prevent odor and spoilage during power loss.
- g. **Trash and Yard Waste:** Do not leave trash, recycling, or yard waste outside once a storm warning is issued. County pickup may be suspended.
- h. **Contractors/Vendors:** All non-essential work must stop. Contractors must remove tools, materials, and secure the site.
- i. **Pets:** Do not leave pets behind. Make evacuation arrangements in advance. The Association is not responsible for pets left in units or patios.

### **25.2 Liability for Storm-Related Damage**

Lot Owner is fully responsible for ensuring that the hurricane preparation requirements in **Section 25.1** are followed, not only by themselves, but also by their tenants, guests, and occupants. If damage or injury occurs due to non-compliance by any of these parties, the Lot Owner may be held financially liable, even if a claim is filed under the Association's insurance. The Association reserves the right to seek full reimbursement for any related costs resulting from negligence or failure to comply.

## **\SECTION 26 - HURRICANE SHUTTERS and PANELS**

- a. Hurricane shutters and panels may only be closed during an official hurricane watch or warning issued by the National Weather Service or other authorized agency; and
- b. All storm protection must be reopened or removed within fourteen (14) days after the alert is lifted, or sooner if conditions allow and no active threat remains.

## **SECTION 27 - GENERATORS**

### **27.1 General Standards**

- a. Permanent standby generators are not permitted under any circumstances;
- b. Portable generators must be placed outside the unit, on a rubber or non-flammable mat, and operated in accordance with safety and visual standards; and
- c. Lot Owner must submit written notification to the Association before storing or operating a portable generator on their Lot.

### **27.2. Operational Guidelines**

- a. Generator use is allowed **between 6:00 AM and 11:00 PM**; and
- b. Use outside these hours is permitted **only during power outages** or for **medically necessary purposes**.

### **27.3 Medical Use Consideration**

If a generator supports essential medical equipment during a power outage, the Association will reasonably address noise-related concerns. No medical documentation is required, but residents are encouraged to communicate such needs with Association management.

## **SECTION 28 -TRASH and RECYCLING**

### **28.1 Approved Bins Only**

Only Miami-Dade County-issued or approved bins may be used for trash and recycling collection.

### **28.2 Storage Requirements**

Bins must be stored out of public view and within the Lot Owner's property, not on grassy areas, parking, or common grounds.

### **28.3 Placement and Removal Timing**

In accordance with Florida Statute § 720.305(7)(a), as amended from time to time, bins may be placed curbside no earlier than twenty-four (24) hours before pickup and must be returned to storage within twenty-four (24) hours after collection. At all other times, bins must be stored out of sight. If bins are left out outside the allowed timeframe, a violation will be issued in accordance with Association rules.

### **28.4 Bulk Trash Prohibited**

Curbside bulk trash pickup is not allowed. Lot Owners may not schedule bulk collection from Miami-Dade County or private vendors that results in items left outside. Bulk items must remain indoors until professionally removed or taken to a designated drop-off county site.

## **SECTION 29 - HOLIDAY DECORATIONS**

### **29.1 Display**

Residents may display holiday decorations on their trellis and front entry area.

### **29.2 Timeframe**

Decorations may be installed no earlier than thirty (30) days before a holiday and must be removed **within fifteen (15) days after**, according to Florida Statute § 720.304(2)(a), as amended from time to time.

### **29.3 Placement and Safety**

Decorations must be securely installed without damaging structures or landscaping and must not obstruct sidewalks or pathways.

### **29.4 Lighting, Inflatables, and Sound**

Inflatables, string lights, and animated displays are allowed. Sound-producing decorations must be turned off by 11:00 PM daily to avoid disturbing neighbors.

### **29.5 Electrical Safety**

All electrical items must be rated for outdoor use and safely installed. Overloaded outlets, exposed wires, or unsafe connections are prohibited.

### **29.6 Owner Responsibility**

Lot Owners are responsible for any damage caused by decorations. Repair costs may be charged to the Lot Owner.

### **29.7 Enforcement**

Non-compliant decorations may be removed and may result in enforcement action under Association violation procedures.

## **SECTION 30 - HOLIDAY TREE DISPOSAL**

### **30.1 Curbside Placement**

Trees may only be placed curbside during Miami-Dade County's designated holiday tree collection period. Trees must be undecorated and placed out on the first day of the scheduled sweep by Miami Dade County.

### **30.2 Removal Responsibility**

Any tree left out after the collection period ends must be promptly removed by the resident.

### **30.3 Missed Pickup or Alternatives**

If pickup is missed or unavailable, residents must transport their tree to a Miami-Dade County Trash and Recycling Center or another approved site. It is the resident's responsibility to confirm dates, locations, and times.

### **30.4 No Early or Extended Placement**

Trees may not be placed out before or after the official collection window.

## **SECTION 31 - GATE CONTROLLER POLICY**

### **31.1 Device Ownership and Use**

The gate controller is the property of the Association and is issued for the exclusive use of Lot Owner and authorized occupants.

### **31.2 Issuance**

One free device is issued only once per property to a single Lot Owner listed on the deed, even if the property is jointly owned. Additional devices will incur a fee for each.

### **31.3 Replacement**

Damaged devices may be replaced at no cost if returned within ninety (90) days of issuance, provided the damage is due to a manufacturer defect and not caused by negligence, misuse, or physical damage. Lost devices are not eligible for free replacement and are subject to a replacement fee.

### **31.3 Battery Maintenance**

Gate controller is battery-operated. Residents are responsible for replacing batteries and ensuring the device remains in working condition.

### **31.4 Restrictions on Use**

Gate controllers may not be shared with non-residents. The Association reserves the right to request the return of any gate controller tied to an expired lease, the sale of a Lot, or if unauthorized use is discovered.

### **31.5 Lot Owner Responsibility**

Lot Owner is responsible for ensuring all gate controllers issued to their household or tenants are used in compliance with community access policies. All devices must be returned upon the sale of the Lot. A fee will be assessed and reflected on the Estoppel Certificate for any unreturned gate controller.

## **SECTION 32 - BACK ENTRANCE and EXIT GATE**

### **32.1 Gate Controller Required – 24/7 Access for Residents Only**

The back gate is available twenty-four (24) hours a day for resident use only. Access is granted exclusively through an Association-issued gate controller. Manual operation or any unauthorized method of opening the sliding gate is strictly prohibited.

### **32.2 Guest and Visitor Restriction**

Guests, visitors, vendors, and service providers are not permitted to use the back gate. All non-residents must enter through the front gate, where access will be granted by the security guard upon verification through the resident's authorized guest list.

### **32.3 Misuse of Entry and Exit Lanes Prohibited**

Residents and guests must use the back gate lanes only for their intended direction of travel. Entering through the exit lane or exiting through the entrance lane is strictly prohibited and constitutes a serious safety violation. The sliding gates are designed for one-way traffic only and must be used accordingly.

### **32.4 Tampering or Obstruction**

Tampering with, manually forcing, or obstructing the sliding gates is strictly prohibited. The gate may only be opened using a valid electronic gate controller. Any attempt to bypass or interfere with gate operations will result in enforcement action.

### **33.5 Safety and Enforcement**

Violations of these rules may result in written warnings, fines, or suspension of gate access privileges in accordance with Section 2 – Enforcement of Rules. Gate access is monitored by surveillance cameras and electronic entry logs.

### **32.6 Lot Owner Responsibility**

Lot Owners are responsible for ensuring that all household members, tenants, and authorized occupants comply with these access rules. Violations by tenants, guests, or contractors will result in enforcement action.

## **SECTION 33 - PERSONAL ITEMS LEFT IN COMMON AREAS**

### **33.1 Definition of Abandoned Property**

Abandoned property refers to any personal item left unattended on common areas for over twenty-four (24) hours without prior written permission or in violation of Association rules. Items that pose safety hazards, block access, or violate posted rules may be deemed abandoned immediately.

### **33.2 Storage Prohibited**

No personal property, including furniture, tools, toys, equipment, or decorations—may be stored or left on sidewalks, lawns, swales, streets, or other common areas.

### **33.3 Authority to Remove**

The Association may remove any item that obstructs common areas, presents safety hazards, violates aesthetics, or conflicts with governing documents.

### **33.4 Notice and Holding**

Removed items will be temporarily stored when feasible. Owners will be notified in writing and given thirty (30) days to retrieve the item. After that, the Association may dispose of it without further notice or compensation.

### **33.5 Disposal of Unclaimed Items**

Unclaimed items after thirty (30) days may be discarded, donated, or otherwise disposed of at the Association's sole and absolute discretion.

### **33.6 Fees and Cost Recovery**

The Lot owner may be charged a flat fee or the actual cost of removal, storage, or disposal, whichever is greater. These costs may include labor, equipment, and dumping fees and will be assessed as an individual charge.

### **33.7 Dispute Process**

Owners may dispute the removal or fee by submitting a written request to the Board within fourteen (14) days of notice. The Board will respond in writing within a reasonable timeframe.

## 33.8 Immediate Hazards

Items posing immediate safety or access risks may be removed and discarded without prior notice. A record of the action will be kept by the Association.

## **Section 34 - ELECTRONIC COMMUNICATION REGISTRATION REQUEST**

**34.1 Electronic Communication Registration Form** To comply with Florida Statute § 720.303(4), any owner or resident who wishes to receive official Association communications by email or text message must complete and submit form.

- a. The form is available on the Association website at [www.dadelandwalk.com](http://www.dadelandwalk.com) (under the Forms section), and is also included in the **New Member Registration Kit and Leasing Application Package**.
- b. This form provides the required written consent for the Association to send legally required notices and community updates electronically, including through the Association's management portal.
- c. Consent must be provided individually by each resident aged eighteen (18) or older who wishes to receive electronic communications.
- d. Residents who do not submit the form will continue to receive notices by U.S. Mail, as required by law.
- e. Completed forms must be submitted to the Association manager's email or as otherwise directed by the Association.
- f. Residents may revoke consent at any time by submitting written notice to the Association or Association manager.

## **Section 35 - LANDSCAPING AND COMMON AREA ALTERATIONS**

Lot owners, residents, tenants, guests, and contractors may not plant, remove, trim, cut, alter, or modify any landscaping, trees, shrubs, flowers, groundcover, mulch, rocks, borders, or decorative elements located in common areas or areas maintained by the Association. This includes installing personal plants, prohibitive plants, mulch, edging, garden décor, or altering irrigation. All planting and removal activities in common areas are the exclusive responsibility of the Association. Any unauthorized alteration is a violation and may result in restoration costs being charged to the Lot Owner.